

The language acceptability of Indonesian Omnibus Law: A structural approach

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Article History

Submitted date:
2024-08-03
Accepted date:
2024-09-06
Published date:
2024-09-10

Keywords:

Indonesian omnibus law; language acceptability; legal language

Abstract

The Omnibus Law on Job Creation is a contentious legislation in Indonesia that needs to be assessed linguistically to determine whether its users can easily understand it. This research was qualitative and descriptive and sought to assess the level of acceptance of law texts from language teachers' perspectives. The data sources consisted of ten articles on Indonesia Job Creation Law 2020, which were examined using language accuracy (orthography, diction, sentence structure) and rater assessments. The data were collected through observation and questionnaires. The research adapts content analysis techniques that employ four stages, i.e., 1) domain analysis, 2) taxonomy analysis, 3) componential analysis, and 4) cultural theme analysis. The results showed that the raters' assessments showed a relatively high level of acceptance, which was 2.64. Then, some language errors can be used as an object of Indonesian language learning. In orthography, some errors were found in using periods, colons, hyphens, and word writing. In terms of diction, errors are found in inappropriate words, such as *sebagaimana* 'as' and *dalam hal* 'in terms of'. In sentence structure, errors are found in accuracy, clarity, and coherency. It highlights the potency of law texts to be more accessible and ensures their efficient implementation, fostering trust and compliance among the public and legal community.

Abstrak

Keberterimaan bahasa Undang-Undang Cipta Kerja: Pendekatan struktural

Undang-Undang Cipta Kerja merupakan peraturan kontroversial di Indonesia yang secara linguistik perlu dinilai apakah dapat dengan mudah dipahami oleh penggunanya atau tidak. Penelitian ini merupakan deskriptif kualitatif yang ingin menggali penilaian keberterimaan teks hukum dari perspektif guru bahasa. Sumber data terdiri dari sepuluh pasal UU Cipta Kerja 2020, yang diperiksa dari akurasi bahasa (ortografi, diksi, struktur kalimat) dan penilaian informan. Data dikumpulkan melalui observasi dan kuesioner. Penelitian ini mengadaptasi teknik analisis konten yang menggunakan empat tahap, yaitu, 1) analisis domain, 2) analisis taksonomi, 3) analisis komponen, dan 4) analisis tema budaya. Hasil penelitian menunjukkan bahwa penilaian informan menunjukkan tingkat penerimaan yang relatif tinggi, yaitu 2,64. Kemudian, ada beberapa kesalahan bahasa yang dapat dijadikan objek pembelajaran bahasa Indonesia. Dalam ortografi beberapa kesalahan ditemukan dalam penggunaan titik, titik dua, tanda hubung, dan penulisan kata. Dalam hal diksi, kesalahan ditemukan dalam kata-kata yang tidak pantas, yaitu *sebagaimana* dan *dalam hal*. Dalam struktur kalimat kesalahan ditemukan dalam ketepatan, kejelasan, dan koheren. Ini menunjukkan potensi teks hukum untuk lebih mudah diakses dan memastikan implementasinya yang efisien, menumbuhkan kepercayaan dan kepatuhan di antara publik dan komunitas hukum.

Kata Kunci:

bahasa hukum; keberterimaan bahasa; omnibus law Indonesia

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1 Introduction

Language is the cornerstone of human civilization, including from a legal perspective. Language and law are deeply intertwined (Engberg & Rasmussen, 2010). Language is a practical and effective tool needed to awaken and cultivate human consciousness in enforcing the law (Vinogradov et al., 2021). Language plays an essential and strategic role in realizing legal order in society. Only with the help of language can we understand and enforce the law in the life of a good society. In every legal activity, whether in written legal products, such as laws and regulations, jurisprudence, textbooks, exceptions, requisitions to please, civil lawsuits, liability for asking and answering (replica and duplicate), and form from a product of skill use professional languages. Language assistance was needed by all legal professionals, such as experts in drafting legislation, judges, prosecutors, lawyers, notaries, police, lecturers, students, journalists, and others. None of the professions engaged in law can be implemented properly without the help of a systemic language. The importance of precise legal definitions and linguistic expression in law continues to be recognized, as inaccuracies can lead to ambiguous interpretations and applications of legal norms (Байбак, 2020).

Legal language, also called legal discourse, has a distinct set of characteristics that differentiate it from everyday language. Legal language or legal discourse should possess four characteristics, i.e., clarity, precision, no ambiguity, and inclusiveness (Azuelos-Atias & Ye, 2017; Bhatia, 2010). They further state that clarity means that a legal text should be clearly articulated. It can be attained by means of terminological explanations and complex prepositional phrases. Meanwhile, precision refers to the use of a very minimum number of words, which was frequently pursued using nominalization. In terms of ambiguity, legal texts should be certain instead of being either ambiguous or vague. It was often achieved by employing specific syntactic structures. Lastly, inclusiveness has to do with the adequacy of the legal scope specification.

Legal documents in Indonesia are written in Indonesian. Law of the Republic of Indonesia Number 24 of 2009, Article 26, mandates using the Indonesian language in legal documents, including laws, regulations, court decisions, and contracts. The mandate to use the national language in legal documents is intended to strengthen linguistic identity (Penasthika, 2019). As part of the national language, legal language must adhere to the grammatical rules and core vocabulary of the Indonesian language. Like language in other formal domains, the language in legal documents must be appropriate and correct. If it were not right and correct, it would result in ambiguity in understanding the content of the legal regulations material. According to Naning (2008), this ambiguity eventually would lead to legal uncertainty. According to her, the language structures in the statutory text were long and long-winded, and much repetition occurred, so it could not be adequately digested and understood. Furthermore, legal texts in Indonesian share common features with other languages in terms of terminology and usage (Massier & Wouters, 2008; Zozula, 2019). The legal language terms usually use late Latin, and some of them come from Dutch. They might have been translated, but there were still many that had not been translated. Some of what had been translated, it turned out, was also not entirely proper and correct in use.

A law or act passed by the parliament. As a product of parliamentary democracy where legislative authority often tries to maintain its role as representative to people who vote for them, legal provisions potentially experience three conflicts, i.e. the legislature versus the executive, the legislature versus the judiciary, and the judiciary versus the executive (Bhatia, 2010: 40). The conflicts, in turn, will also affect how the public understands the legal products. However, apart from its social and political aspects, the acceptance of a legal product could also be attained through language use.

Indonesian language must be used in formal regulations in Indonesia. Thus, the Indonesian language functions as a means of law enforcement. According to Bachari (2017), the critical value of

language in law enforcement, at least, can be seen through two reasons, i.e., (1) language use in law or legal norms that cannot possibly exist without any effort to articulate or describe it, and (2) language was the primary tool used to document law. Once the role or position of the Indonesian language was so crucial in the preparation of laws and regulations and law enforcement, it was not surprising that the use of the Indonesian language was one of the exciting fields of study to be carried out. Based on the facts, this study tried to explore the level of acceptance of Omnibus Law on Job Creation (hereon abbreviated to OLJC) from a structural language perspective. Thus, it will be revealed whether or not the use of language can raise controversy over its acceptance.

There are many factors in language use that might deviate from the norm and have a low acceptance rate. Especially for language intended for public policy, deviations may occur in the process of spelling, typing, and informing. For a language that was for public use, we can borrow the assumption that the cause of deviations in the use of Indonesian was caused by two main factors those are (1) intentional factors related to marketing demands, namely (i) language style, (ii) unavailability of vocabulary/equivalents, and (iii) the need for synonyms, as well as (2) accidental factors associated with the ignorance of the author or producer, namely (i) lack of linguistic knowledge, (ii) the influence of language bilingualism (regional languages and foreign languages), and (iii) the disappearance of certain words due to infrequent use (Hendrastuti, 2015). Of course, if language is used in a misleading or biased way, it can erode trust and reduce acceptability.

The concept of acceptability in a language was related to the fairness of language use. Acceptance was related to the concept of language that reveals the community's assessment of whether the use of language was acceptable or not (Bard et al., 1996; Greenbaum, 1977; Saifudin, 2020; Satyanto, 2018). Lyons in Syamsuri (2011) states that acceptable utterances are spoken by native speakers in a proper context and can be accepted by other native speakers. Thus, acceptance was related to the status of language use in the user community.

Language acceptability was usually associated with grammatical aspects. However, experts agree that there are two different things: acceptability is related to appropriateness or accuracy, while grammar is related to correctness, 'truth.' Grammatical is how words are arranged into more significant language levels, such as phrases, clauses, and sentences and are well-formed following syntactic rules (Fromkin in Nuryadi, 2020). The grammatical use of language does not necessarily determine its acceptance (Francis, 2021; Lau et al., 2017). They stated that theories of grammaticality offer different approaches to understanding and evaluating language use and structure. Lyons suggests that there were three unacceptable uses of language associated with grammar, namely (a) grammatical speech but a faulty accent (foreign speaker), (b) grammatical speech but not meaningful, (c) grammatical speech and meaningful but violating social norms (e.g., swearing) (as cited in Syamsuri, 2011). However, variation in language acceptability assessments can come from differences between individuals, the methods used to gather, and the features of the materials being assessed (Schütze, 2016).

Studies on the use of language in the legal realm have already been conducted several times. Bachari (2017) compiled a study entitled "Language Policy for Criminal Case Investigation in Indonesia." He wanted to uncover issues related to language policy in the process of investigating criminal cases in Indonesia. The results of the study showed that language policy in the criminal case investigation process was needed to determine 3 language functions in the investigation, namely (1) administration, (2) legal interpretation, and (3) intellectualism. Meanwhile, a study entitled "The Role of Legal Language in the Formulation of Legislative Norms" (Qamar & Djanggih, 2017) wanted to reveal language differences from the perspective of legal science. The study result showed that the science of law with all scientific stratification, structure, or legal classification, along with all the

supporting elements of the system, requires a separate legal language scientific discipline with the characteristics of a practical legal, scientific language.

In addition, Rustan (2016) conducted a study entitled “Analysis of the Use of Legal Indonesian Language in the Decision of the Sharia Economic Case of the Makassar Religious Court.” This study wants to describe the forms of errors in the use of the Indonesian language in legal terms in the decisions of Sharia economic cases at the Makassar Religious Court. From the study results, it was found that in the Indonesian sentence with legal parity in the decision of the sharia economic case of the Makassar Religious Court, there were structural errors occurred as having no subject function in the sentence, using inappropriate conjunctions, not paying attention to the writing of punctuation, diction, ambiguous meaning words, the use of redundant words; and not adjusting the context of the case with the right pattern of reasoning. As a result of these errors, the sentence's meaning becomes ambiguous, making it difficult for readers to understand. In addition, sentence structure errors can cause different meanings that arise in a decision.

A study of statutory products was also conducted by Said (2012), and the title was “Semantic Study of Written Legal Products in Indonesia.” This study aimed to explore the form of using the Indonesian language in legal practice in Indonesia and the methods used by legal practitioners in interpreting a word. It showed that there are seven processes of using the Indonesian language legal practice: translation, abstraction, association, typology, emphasis, compaction, and choice of law. The interpretation method used was interpretation and construction. Then, Riana (2017) also made a study entitled “The Use of Standard Indonesian Language to Support the Establishment of Legislation Based on Legal Certainty Value.” The study found that the standard Indonesian language became one of the right instruments to realize the value of legal certainty in the process of forming legislation. However, this can be used if the conditions in the legislation formation of Law Number 12 of 2011 were applied. It would make it a formal instrument if the standard Indonesian language that was right and correct Indonesian were used as a basic reference for the legislation formation.

Based on the facts above, this study, especially dealing with law language that is usually complex and even confusing to the users, presented an analysis of a different object, which was the text of Law No. 6, 2023, concerning job creation. As we know, after a complicated discussion, on October 5, 2020, the Indonesian House of Representatives ratified the *UU Cipta Kerja* ‘Job Creation Law’. Since the regulation conveys many scoops of laws, it is called Omnibus Law. The law, which contains 1,187 pages, was signed by the President on Monday, November 2, 2020. It has undergone significant changes since its initial enactment in 2020 (Mahy, 2022). The Law was expected to increase the movement of the wheels of the Indonesian economy significantly to refresh the micro, small, and medium enterprises and industries. Thus, there was hope that it would broaden the absorption of labor. The technical preparation of the Law uses an omnibus law model that covers eleven policy areas, i.e., 1) simplification of licensing procedures; 2) investment requirements; 3) labor force; 4) ease (in obtaining permits) for empowerment and protection of MSME’s; 5) ease of doing business; 6) research support and innovation; 7) government administration; 8) imposition of sanctions; 9) land procurement; 10) investment and government projects; and 11) economic zones (KBRI, 2021).

However, before President Jokowi Widodo signed the Law, there was a wave of rejection. The bill had raised the dissatisfaction of several interested parties, especially the workers. The workers held demonstrations and strikes in various regions. They rejected the bill because it was considered to consist of several problematic or controversial articles. The articles that are called problematic start from the manpower law, environment, press, and education law (Debora, 2020). In addition, linguistically, the law was also considered problematic. There are typos in several articles of the law. Even some articles are mis-referenced (Arifin, 2021). However, the presidential staff office

emphasized that the error was technical-administrative and would not affect the interpretation or implementation of the existence of the law (Fadhilah, 2020). For polemics in various aspects of its existence, this study used OLJC as the object of research. Many conversations have been held about issues pertaining to the environment, press, labour law, and manpower. This study aimed to theoretically and practically reveal the language acceptance of OLJC from the perspectives of Indonesian language teachers as experts. Understanding the acceptability of the language used in a law will determine whether the law has been properly drafted and understood or if it will instead cause controversy.

2 Methods

This research included qualitative descriptive research because it has data variables in unit sentences and raters. Moleong (2000) emphasized that descriptive research is based on the sentence, not numeric or statistical data, to describe the analysis. Data applications in the form of numbers in research are merely meant to simplify data accumulation and analysis. The research also adapts an ethnographic method related to data collection in the purview. The theory used in this research is about Indonesian orthography, diction, and effective sentences.

The data source in this research is legal text in the form of omnibus law script 2020, and its existence had many spotlights. Sutopo H.B. (2006) stated that data sources in qualitative research can include informants, documents, incidents or activities, places or locations, objects, images, and various records. There are two types of primary data in the research, specifically in the form of the lingual unit from text OLJC that was rated in acceptance and sourced from five raters. The raters were language teachers as raters (expert readers) who had to rate the language acceptance that was considered for the qualifications of (1) having a language education background and (2) knowing the application of Indonesian standard grammar. In this research, the assessment was taken from five raters of Indonesian language teachers and lecturers. The raters' ability to understand and accurately assess the language used in the text is a critical factor in ensuring a fair and accurate evaluation. Their competence in legal language and terminology is essential for maintaining the consistency and reliability of the assessment process (Cushing, 2021).

There are 3 data technique collections that are used in the research, i.e., (1) observation technique, (2) questionnaire, and (3) interview. The observation technique is done by recording and observing every article considered problematic with content in the OLJC. The questionnaire asked about the language acceptance of the OLJC articles in two types of questions: closed and open questions related to the assessment of every datum. In the closed questions, each rater was asked to fill in the acceptance scale assessment table, which was divided into three levels or scales, namely 3, 2, and 1. In the open questions, they were asked the reason for giving the scales.

The research adapted a content analysis technique stated by Spradley (2006) that employed four stages. The four stages were 1) domain analysis, 2) taxonomy analysis, 3) componential analysis, and 4) cultural theme analysis. Domain analysis is related to sorting, which includes and excludes criteria as data. In this research, domain analysis is done by data searching in articles that were considered problematic. Taxonomy analysis related to data classification based on acceptable rating results, neither with questionnaire nor document analysis. The componential analysis is to know the rating linkages between the questionnaire result OLJC and the document analysis. The last step in the analysis is cultural theme analysis, which intends to study the factors that affect OLJC text acceptable to the theory suitability, which is used by primary and secondary data. Finally, after all the information is collected, a conclusion is drawn.

2.1 Results

The assessment of the results of the raters' assessment of acceptability in this study was carried out by identifying, accumulating, and analyzing the results of the assessment given by five Indonesian teachers and lecturers as the raters. This acceptance evaluation was carried out based on the results of the assessment in each article on the questionnaire given to the selected raters. From the results of the assessment of the acceptability aspect of each article, the accumulated results were then calculated to determine the level of acceptability.

Table 1: Acceptance Assessment

Data/Article	R1	R2	R3	R4	R5	Average
1/33	3	2	2	2	3	2,4
2/34	3	3	2	2	2	2,4
3/42	3	3	2	2	3	2,6
4/69	3	2	3	3	3	2,8
5/79	3	2	2	3	3	2,6
6/90	3	3	3	3	2	2,8
7/91	3	2	3	3	3	2,8
8/118 & 125	2	3	3	2	2	2,4
9/156A	3	3	2	2	3	2,6
10/156B	3	3	3	3	3	3
						2,64

Table 2: Language Accuracy and Assessments

Data/Article	Capitalization	Colon	Spelling	Diction	Sentence
1/33	1	1	1	1	
2/34	1			1	
3/42	1	1	1	1	1
4/69	1	1		1	
5/79		1	1	1	
6/90	1			1	
7/91	1	1		1	
8/118&125	1	1	1	1	
9/156A	1	1		1	1
10/156B				1	

The results of the assessment in this study were divided into three groups and those were acceptable data with an average score of 2.6 to 3, less acceptable data with an average score of 1.6 to 2, 5, and unacceptable ones with an average score of 1 to 1.5. The description of the results of the rater's assessment of the acceptability of each data can be seen in Table 1.

Table 1 shows no data with a low or unacceptable level of acceptance. So, the level of acceptance of research data only results in acceptable and less acceptable ones. From the ten data, seven articles were considered acceptable, and three were considered less acceptable. The seven accepted data are articles 42, 69, 79, 90, 91, 156A, 156B. Then, the 3 less acceptable data are articles 33, 34, and 118A/125.

In this study, raters were also asked open-ended questions. In open-ended questions, raters also provide reviews related to research data. The reviews given are in the form of input, including the need for carefulness and time in reading and understanding the articles and verses and the need for an abbreviation of unknown (technical) words.

Then, the assessments from the raters showed a relatively high level of acceptance, which was 2.64. Some law texts usually have many terms and grammatical errors. Based on the reviews and interview results, a few mistakes were found in the language use of OLJC 2020. These errors included inaccuracies in letters and word writing, punctuation, diction and loanwords, and effective sentences. The distribution of the errors in each data text can be seen in Table 2.

Here is the complete assessment of the language acceptance of OLJC 2020.

2.1.1. Orthography Error

Indonesian orthography encompasses guidelines for writing letters, words, punctuation, and borrowed elements. In this study, inaccuracies were identified in letter writing, punctuation usage, and word formation. Here is a detailed description of these language inaccuracies.

a. Inappropriate Use of Capital Letters

In the use of letters, the errors found include the inappropriateness of writing capital letters. In this study, capital letters were found in common terms. In fact, according to the Indonesian orthography rules, capital letters at the beginning of each word are used to write sub-chapter titles; names of God, prophets, religions, and scriptures; self-name; the name of the year, month, and day; the name of the title, position, and rank; geographic names, and greetings.

It was claimed that 60 inappropriate use of capital letters in eight articles (data). The articles are 33, 34, 42, 69, 90, 91, 118, and 156A. Errors were identified in the writing of 14 terms and names. Inappropriate use of capital letters was observed in nine data. This inaccuracy can be seen in the writing of 14 terms that is *Pelaku Usaha* 'Businessman' (33 (2)), *Perizinan Berusaha* 'Business License' (33 (1, 4), 34 (3), 91 (1, 3, 5, 6)), *Pemerintah Pusat* 'Central Government' (33 (1, 2, 4, 5), 34 (3, 4), 42 (1), 90 (1, 3, 4, 5), 91 (1,6)), *Pemerintah Daerah* 'Local Government' (34 (3), 90 (1, 3, 4), 91 (1, 6), 156A (1)), *Lingkungan Hidup* 'Environment' (34 (1)), *Pernyataan Kesanggupan Pengelolaan Lingkungan Hidup* 'Statement of Commitment to Environmental Management' (34 (2, 3)), *Peraturan Pemerintah* 'Government Regulation' 34 (5) 42 (6), 69 (6), 90 (6), 118 (4), 156A (5)), *Amdal* 'Environmental Impact Analysis' (69 (1e-2)), *Usaha Menengah Dan Usaha Besar Dengan Koperasi, Usaha Mikro, dan Usaha Kecil* 'Medium and Large Enterprises With Cooperatives, Micro and Small Enterprises' (90 (1,4,5)), *Jemaah Haji Khusus* 'Special Pilgrim' 118A (1, 3), 125)), *Pajak* 'Tax' (156A (1, 2, 3, 2a, 2b, 5)), *Retribusi* 'Retribution' (156A (1, 2, 4-2, 2a, 2b, 5)), *Pajak Provinsi* 'Provincial Tax' (156A (3)), and *Pajak Kabupaten/Kota* 'District/City Tax' (156A (3)). The fourteen

terms above are general terms. They are not part of a personal name, institution name, or geographic name.

However, in some data, it is found that the use of capital letters for the same term was correct. For example, article 156B verse 1 stated that the words *gubernur* ‘governor’, *bupati* ‘regent’, and *walikota* ‘mayor’ do not start with a capital letter because it was still a common term (not yet referring to the name itself). Then, in article 118, verses 2d and 2e, the word *perizinan berusaha* ‘business license’ already used non-capital letters. Finally, in article 69, verses 1a, 1c, 1e, 1f, 1g, the writing of *lingkungan hidup* ‘environment’ was correct without capital letters.

b. Inappropriate Use of Colons

Regarding the orthography rules, a colon (:) is used at the end of a complete statement if a series or description follows it. For example, we need household furniture: chairs, tables, and cupboards. In this study, eight errors in colons were found in seven articles (data). The articles are 33, 42, 69, 79, 91, 118A, and 156A. The inaccuracy in the use of the colon can be seen in the words that are attached or followed. The words and the distribution of the mistake can be seen in Table 3.

Table 3: Inappropriate Use of Colon

Article (Verse)	Words
(33)	<i>berikut</i> ‘as follows’
(42 (3))	<i>bagi</i> ‘to’
(69 (1))	<i>dilarang</i> ‘is prohibited’
(79 (1))	<i>memberi</i> ‘to provide’
(79 (2))	<i>meliputi</i> ‘covering’
(91 (2))	<i>melampirkan</i> ‘attaching’
(118A (2), 156A (2))	<i>berupa</i> ‘as follows’

The words *berikut* ‘as follows’, *bagi* ‘to’, *dilarang* ‘is prohibited’, *memberi* ‘to provide’, *meliputi* ‘covering’, *melampirkan* ‘to attach’, and *berupa* ‘in the form of’ attached to the colon are transitive forms of verbs that function as predicates. In addition to the following words, these words are transitive verbs as well as prepositions. Here is an example of the incorrect use of a colon attached to the word *berikut* ‘as follows’.

Ketentuan Pasal 33 diubah sehingga berbunyi sebagai berikut:
‘The provisions of Article 33 are amended to read as follows:’

The article regulates various provisions related to increasing investment, environmental protection, and developing and protecting human resources in Indonesia. Therefore, the word “*berikut*” is used to refer to provisions that will be explained or mentioned subsequently. According to the rules, the word *berikut* can be used at the end of the sentence followed by a period (.). So, the sentence should be arranged as follows.

Ketentuan Pasal 33 diubah sehingga berbunyi sebagai berikut.
‘The provisions of Article 33 are amended to read as follows.’
(article 33)

Then, here is an example of the incorrect use of a colon attached to the word *bagi*.

Ketentuan sebagaimana dimaksud pada ayat (1) tidak berlaku bagi:

- a. *direksi atau komisaris dengan kepemilikan saham tertentu atau pemegang saham sesuai dengan ketentuan peraturan perundang-undangan;*
- b. *dll.*

'The provisions as referred to in paragraph (1) do not apply to:

- a. *directors or commissioners with certain share ownership or shareholders in accordance with the provisions of laws and regulations;*
- b. *etc.*

(article 42 verse 3)

The article introduces exceptions to the general rules established in verse 1 regarding the simplification of business licenses for investment activities. The word *bagi* 'to' means "for" or "to" and indicates the recipient or beneficiary of something. It cannot be used at the end of the sentence since it functions as conjunction. Thus, the sentence should be arranged as follows.

Ketentuan sebagaimana dimaksud pada ayat (1) tidak berlaku bagi

- a. *direksi atau komisaris dengan kepemilikan saham tertentu atau pemegang saham sesuai dengan ketentuan peraturan perundang-undangan;*
- b. *dll.*

'The provisions as referred to in paragraph (1) do not apply to

- a. *directors or commissioners with certain share ownership or shareholders in accordance with the provisions of laws and regulations;*
- b. *etc.'*

(42 verse 3)

An example of the incorrect use of a colon attached to the word *dilarang* 'is prohibited' can be seen below.

Setiap orang dilarang:

- a. *melakukan perbuatan yang mengakibatkan pencemaran dan/atau kerusakan lingkungan hidup;*
- b. *dll.*

'Everyone is prohibited from:

- a. *performs actions that result in environmental pollution and/or destruction;*
- b. *etc.'*

(article 69 verse 1)

This article broadly prohibits any actions that lead to the degradation of environmental quality. In Indonesian, the word *dilarang* 'prohibited' cannot be used at the end of the sentence since it functions as predicates with transitive verbs that need an object. Thus, the sentence should be arranged as follows.

Setiap orang dilarang

- a. *melakukan perbuatan yang mengakibatkan pencemaran dan/atau kerusakan lingkungan hidup;*
- b. *dll.*

'Everyone is prohibited from

- a. *perform actions that result in environmental pollution and/or destruction;*
- b. *etc.'*

(article 69 verse 1)

Incorrect use of a colon attached to the word *memberi* 'to provide' can be seen in the data as follows.

Pengusaha wajib memberi:

- a. *waktu istirahat; dan*

b. *cuti.*

'Employers are required to provide:

- a. *time off; and*
- b. *paid leave.'*

The article mandates that employers must provide their employees with time off and leave. The word *memberi* 'to provide' also cannot be used at the end of the sentence since it functions as predicates with transitive verbs that need an object. Thus, the sentence should be arranged as follows.

Pengusaha wajib memberi

- a. *waktu istirahat; dan*
- b. *cuti.*

'Employers are required to provide'

- a. *time off; and*
- b. *paid leave.*

(article 79 verse 1)

The use of a colon attached to the word *meliputi* also incorrect that can be seen in the data as follows.

Waktu istirahat sebagaimana dimaksud pada ayat (1) huruf a wajib diberikan kepada pekerja/buruh paling sedikit meliputi:

- a. *istirahat antara jam kerja, paling sedikit setengah jam setelah bekerja selama 4 (empat) jam terus menerus, dan waktu istirahat tersebut tidak termasuk jam kerja; dan*
- b. *istirahat mingguan 1 (satu) hari untuk 6 (enam) hari kerja dalam 1 (satu) minggu.*

'Rest period as referred to in paragraph (1) letter a must be provided to workers/ employees, at least covering:

- a. *breaks between working hours, at least half an hour after working for 4 (four) hours continuously, and the break time is not counted as working hours; and*
- b. *weekly rest for 1 (one) day for 6 (six) working days in 1 (one) week.'*

The article specifies the mandatory minimum rest periods that employers must provide to their employees. The word *meliputi* 'covering' is used to specify it. *Meliputi* also cannot be used at the end of the sentence since it functions as predicates with transitive verbs that need an object. Thus, the sentence should be arranged as follows.

Waktu istirahat sebagaimana dimaksud pada ayat (1) huruf a wajib diberikan kepada pekerja/buruh paling sedikit meliputi

- a. *istirahat antara jam kerja, paling sedikit setengah jam setelah bekerja selama 4 (empat) jam terus menerus, dan waktu istirahat tersebut tidak termasuk jam kerja; dan*
- b. *istirahat mingguan 1 (satu) hari untuk 6 (enam) hari kerja dalam 1 (satu) minggu.*

'Rest period as referred to in paragraph (1) letter a must be provided to workers/ employees, at least covering.

- a. *breaks between working hours, at least half an hour after working for 4 (four) hours continuously, and the break time is not counted as working hours; and*
- b. *weekly rest for 1 (one) day for 6 (six) working days in 1 (one) week.'*

(article 79 verse 2)

This article outlines the registration process for micro-businesses in Indonesia. The use of a colon attached to the word *melampirkan* 'attaching' is also incorrect, as can be seen in the data below.

Pendaftaran sebagaimana dimaksud pada ayat (1) dapat dilakukan secara daring atau luring dengan melampirkan:

- a. *Kartu Tanda Penduduk (KTP); dan*
- b. *Surat keterangan berusaha dari pemerintah setingkat rukun tetangga.*

'The registration as referred to in paragraph (1) can be done online or offline by attaching:

- a. Identity Card (KTP); and
- b. Business certificate from the government at the neighborhood level.'

The word *melampirkan*, 'attaching,' also cannot be used at the end of the sentence since it functions as a predicate for transitive verbs that need an object. Thus, the sentence should be arranged as follows.

Pendaftaran sebagaimana dimaksud pada ayat (1) dapat dilakukan secara daring atau luring dengan melampirkan

- a. Kartu Tanda Penduduk (KTP); dan
- b. Surat keterangan berusaha dari pemerintah setingkat rukun tetangga.

'The registration as referred to in paragraph (1) can be done online or offline by attaching.

- a. Identity Card (KTP); and
- b. Business certificate from the government at the neighborhood level.'

(article 91 verse 2)

The use of a colon attached to the word *berupa* 'in the form of' is also incorrect that can be seen in the data as follows.

Sanksi administratif sebagaimana dimaksud dapat berupa:

- a. penghentian sementara kegiatan;
- b. denda administratif;
- c. paksaan pemerintah;
- d. pembekuan perizinan berusaha; dan/atau
- e. pencabutan perizinan berusaha.

'The administrative sanctions referred to may be in the form of:

- a. temporary suspension of activities;
- b. administrative fines;
- c. government coercion;
- d. freezing of business licenses; and/or
- e. revocation of business license.'

The article outlines the administrative sanctions that can be imposed on travel organizers who cause the failure of departure, abandonment, or failure of return of Hajj Special Pilgrims. The word *berupa* 'in the form of' as a preposition also cannot be used at the end of the sentence since it functions as a predicate for transitive verbs that need an object. Thus, the sentence should be arranged as follows.

Sanksi administratif sebagaimana dimaksud dapat berupa

- a. penghentian sementara kegiatan;
- b. denda administratif;
- c. paksaan pemerintah;
- d. pembekuan perizinan berusaha; dan/atau
- e. pencabutan perizinan berusaha.

'The administrative sanctions referred to may be in the form of

- a. temporary suspension of activities;
- b. administrative fines;
- c. government coercion;
- d. freezing of business licenses; and/or
- e. revocation of business license.'

(article 118A verse 2)

c. Inappropriate Word Writing

One of the orthography rules in Indonesian is word writing. One of the ways to find out the accuracy of writing words is by consulting *Kamus Besar Bahasa Indonesia* (The Grand Dictionary of the Indonesian Language). This study found three errors: loan words, compound words, and



repeated words. In this study, eight word-writing errors were found in four articles (data). Those articles are articles 33 (4), 42 (2), 79 (2a, 3), and 118A (3), with a recapitulation of errors that can be seen in Table 4.

The first error in word writing is seen in the use of combined words *dan atau* (and or). This word is found in article 33, verse 4, as seen in Table 4.

Dalam hal penggunaan spektrum frekuensi radio tidak optimal dan atau terdapat kepentingan umum yang lebih besar, Pemerintah Pusat dapat mencabut Perizinan Berusaha atau persetujuan penggunaan spektrum frekuensi radio.

'If the use of the radio frequency spectrum is not optimal and or there is a greater public interest, the Central Government may revoke the Business License or approval for the use of the radio frequency spectrum.'

This article addresses the revocation of licenses and spectrum usage approvals for radio frequency spectrum utilization. The use of *dan atau* 'and or' on as a conjunction serves inclusive purposes. However, the writing *dan atau* the data is not appropriate because it does not show a choice but a single entity. However, some data show that using the same word combinations is correct, specifically in Article 34, verses 1 and 4, Article 69, verse 1a, I, and Article 156B, verse (2). In these articles, the correct use of slashes (and/or '*dan/atau*') is observed.

The next error is stated in the reduplication writing. The error is found in article 42, verse 2, *orang perseorangan* 'individual' and in article 79, verses 2a and 3, *terus menerus* 'continuously'. Both words are affixed forms. Reduplication in Indonesian should be written using a hyphen (-). Therefore, the correct writing of the words is *orang-perseorangan* and *terus-menerus*.

The last error is found in the writing of loanword *immateriil* in article 118A. This word is absorbed from the English *immaterial* and comes from the late Latin *immaterialis* which means 'not relating to matter'. In Indonesian, this word is absorbed into *immaterial*, which means non-material, which is a form of negation of the word *material*, which means physical (material). Thus, correct writing is *immaterial*.

Table 4: Inappropriate Words Writing

Mistake	Article (Verse)
<i>dan atau</i> 'and or'	(33 (4))
<i>orang perseorangan</i> 'individual'	(42 (2))
<i>terus menerus</i> 'continuously'	(79 (2a, 3))
<i>immateriil</i> 'immaterial'	(118A (3))

2.1.2. Diction Inaccuracy

Diction accuracy is related to the ability to choose words that can express ideas appropriately. That is, the idea can also be accepted appropriately by the reader or listener.

In this study, 31 inappropriate words were found in all articles (data). Form and choice error of words are found only in the use of the word as and in terms. The inaccuracy of dictions was found in the use of words *sebagaimana* 'as' and *dalam hal* 'in terms of). The mistake found and the distribution in the article/data can be seen in Table 5.

Table 5: Diction Inaccuracy

Mistake	Article (Verse)
<i>sebagaimana</i> ‘as’	33 (3), 34 (2,3), 42 (3, 6), 69 (2), 79 (2, 3,4,5,6), 90 (2), 91 (2,3,4,5), 118A (2,3,4), 125, 156A (2,3,4-2,5), dan 156B (2,3,4,5)
<i>dalam hal</i> ‘in terms of’	33 (4) dan 125
3	31

Table 5 showed that from the 10 data, it found 29 uses of the word *sebagaimana* ‘as’, that is, in article 33 verse 3, article 34 verse 2 and 3, article 42 verse 3, 6, article 69 verse 2, article 79 verse 2, 3, 4, 5, and 6, article 90 verse 2, article 91 verse 2, 3, 4, and 5, article 118A verse 2, 3, 4, and 125, article 156A verse 2, 3, 4-2, and 5, and article 156B verse 2, 3, 4, and 5, for example, in article 34, verse 3 below.

Berdasarkan Pernyataan Kesanggupan Pengelolaan Lingkungan Hidup sebagaimana dimaksud pada ayat (2), Pemerintah Pusat atau Pemerintah Daerah menerbitkan Perizinan Berusaha, atau persetujuan Pemerintah Pusat atau Pemerintah Daerah.

‘Based on the Statement of Ability to Manage the Environment as referred to in paragraph (2), the Central Government or Regional Government shall issue a Business Licensing, or approval from the Central Government or Regional Government.’

The use of *sebagaimana* indicates the meaning of ‘as’ or ‘conforming to’. The use of the words *sebagaimana* is not appropriate because it is not normative. The function of that word can be replaced by *yang* ‘which’. Thus, the article could be substituted with

Berdasarkan Pernyataan Kesanggupan Pengelolaan Lingkungan Hidup yang dimaksud pada ayat (2), Pemerintah Pusat atau Pemerintah Daerah menerbitkan Perizinan Berusaha, atau persetujuan Pemerintah Pusat atau Pemerintah Daerah.

‘Based on the Statement of Ability to Manage the Environment referred to in paragraph (2), the Central Government or Regional Government shall issue a Business Licensing or approval from the Central Government or Regional Government.’

Furthermore, inappropriate use of the word was also found in the use of conjunctive phrases *dalam hal*. The mistake was found in two data, which were article 33, article 4, and article 125. This was an example of the data.

Dalam hal penggunaan spektrum frekuensi radio tidak optimal dan atau terdapat kepentingan umum yang lebih besar, Pemerintah Pusat dapat mencabut Perizinan Berusaha atau persetujuan penggunaan spektrum frekuensi radio.

‘If the use of a radio frequency spectrum is not optimal and or the public interest is greater, the Central Government may regulate Business Licensing or approval for the use of a radio frequency spectrum.’

and

Dalam hal PIHK yang melakukan tindakan sebagaimana dimaksud dalam Pasal 118A dalam waktu paling lama 5 (lima) hari tidak memulangkan Jemaah Haji Khusus ke tanah air, PIHK dipidana dengan pidana penjara paling lama 10 (sepuluh) tahun atau pidana denda paling banyak Rp10.000.000.000,00 (sepuluh miliar rupiah).

‘If the PIHK (Special Hajj Organizer) who takes the action as referred to in Article 118A within a maximum period of 5 (five) days does not return the Special Hajj Congregants to their homeland, the PIHK shall be sentenced to a maximum imprisonment of 10 (ten) years or a maximum fine of Rp. 10,000,000. 0000.00 (ten billion rupiahs).’



The use of the word *dalam hal* 'in the event that' as quasi conjunction was inappropriate. In the Indonesian sentence word, *dalam hal* was the sign or preposition that means "between or among". As a substitute, the word *dalam hal* can be replaced with the conjunction *jika* or *apabila* 'if'.

2.1.3. Sentence Inaccuracy

In this study, inappropriate use of sentences was found in article 42, verse 4, 156A verse 1, and 156A verse 2. The inaccuracies found included incoherence, ineffectiveness, and misalignment. As known, a clear sentence is one that is unambiguous, straightforward and does not lead to multiple interpretations. A concise sentence necessitates that information conveyed within it be precise, not excessive, and carefully chosen. Parallel sentences require that the forms (affixes) and structures (clauses) used be uniform, balanced, or equivalent.

The ineffectiveness of the sentence is found in article 42, verse 4 concerning foreign workers. Here's the error in question.

Tenaga kerja asing dapat dipekerjakan di Indonesia hanya dalam hubungan kerja untuk jabatan tertentu dan waktu tertentu serta memiliki kompetensi sesuai dengan jabatan yang akan diduduki.
'Foreign workers can be employed in Indonesia only in a working relationship for a certain position and a certain time and have the competence under the position to be occupied.'

The article outlines the restrictions on the employment of foreign workers in Indonesia. It can be observed the repetitions of *tertentu* 'certain' words that are used to indicate a certain position and duration of time when foreign workers work in Indonesia. Efficiencies can be achieved by reducing the repetition of these words as follows.

Tenaga kerja asing dapat dipekerjakan di Indonesia hanya dalam hubungan kerja untuk jabatan dan waktu tertentu serta memiliki kompetensi sesuai dengan jabatan yang akan diduduki.
'Foreign workers can be employed in Indonesia only in a working relationship for a certain position and time and have the competence under the position to be occupied.'

Inconsistency, misalignment, and inefficient sentences are found in article 156A, verse 1, concerning taxes and levies. Here is the error in question.

Dalam rangka pelaksanaan kebijakan fiskal nasional dan untuk mendukung kebijakan kemudahan berinvestasi serta untuk mendorong pertumbuhan industri dan/atau usaha yang berdaya saing tinggi serta memberikan perlindungan dan pengaturan yang berkeadilan, Pemerintah sesuai dengan program prioritas nasional dapat melakukan penyesuaian terhadap kebijakan Pajak dan Retribusi yang ditetapkan oleh Pemerintah Daerah.
'In the context of implementing the national fiscal policy and to support the ease of investment policy as well as to encourage the growth of highly competitive industries and/or businesses as well as to provide protection and fair regulation, the Government under the national priority program may adjust the Tax and Levy policies stipulated by the Government of the Republic of Indonesia. Regional government.'

The data above empowers the central government to adjust tax and retribution policies set by local governments. The sentences used are excessively lengthy, comprising a total of forty-nine words. This prolongs the time and effort required to comprehend the sentence. Furthermore, the repetition of synonymous phrases like *dalam rangka* 'in the context of' and *dan untuk* 'and to' contributes to the sentence's inefficiency. Improvements could be made by restructuring the sentence and minimizing the use of the word *untuk* 'to' accordingly.

Dalam rangka melaksanakan kebijakan fiskal nasional, mendukung kebijakan kemudahan berinvestasi, mendorong pertumbuhan industri dan/atau usaha yang berdaya saing tinggi, serta memberikan perlindungan dan pengaturan yang berkeadilan; pemerintah sesuai dengan program

prioritas nasional dapat melakukan penyesuaian terhadap kebijakan pajak dan retribusi yang ditetapkan oleh pemerintah daerah.

'In order to implement the national fiscal policy, to support the policy of facilitating investment, to encourage the growth of industries and/or businesses that are highly competitive, as well as to provide protection and fair regulation, the government under national priority programs can make adjustments to the tax and levy policies set by local governments.'

In article 156A, verse 2, misalignment was found in the description of points at different levels or classes. Here is the error in question.

Kebijakan fiskal nasional yang berkaitan dengan Pajak dan Retribusi sebagaimana dimaksud pada ayat 1 berupa:

- a. *dapat mengubah tarif Pajak dan tarif Retribusi dengan penetapan tarif Pajak dan tarif Retribusi yang berlaku secara nasional; dan*
- b. *pengawasan dan evaluasi terhadap Peraturan Daerah mengenai Pajak dan Retribusi yang menghambat ekosistem investasi dan kemudahan dalam berusaha.*

'The national fiscal policies related to taxes and levies as referred to in paragraph 1 are in the form of:

- a. *may change the rates of Taxes and Levy rates by determining the rates of Taxes and Levies that apply nationally; and*
- b. *supervision and evaluation of Regional Regulations concerning Taxes and Levies that hinder the investment ecosystem and ease of doing business.'*

In the data above, the article outlines the national fiscal policy related to taxes and levies. Point a was presented as a clause, whereas point b was described as a noun phrase. For the sake of effectiveness, these points can be revised as follows.

- a. *dapat mengubah tarif pajak dan tarif retribusi dengan penetapan tarif pajak dan tarif retribusi yang berlaku secara nasional; dan*
- b. *dapat mengawasi dan mengevaluasi peraturan daerah mengenai pajak dan retribusi yang menghambat ekosistem investasi dan kemudahan dalam berusaha.*
- a. *'may change the tax rate and levy rate by determining the nationally applicable tax rate and levy rate; and*
- b. *can monitor and evaluate local regulations regarding taxes and levies that hinder the investment ecosystem and ease of doing business.'*

or

- a. *pengubahan tarif pajak dan tarif retribusi dengan penetapan tarif pajak dan tarif retribusi yang berlaku secara nasional; dan*
- b. *pengawasan dan evaluasi terhadap peraturan daerah mengenai pajak dan retribusi yang menghambat ekosistem investasi dan kemudahan dalam berusaha.*
- a. *'a. changing the tax rates and levy rates with the determination of the nationally applicable tax rates and levy rates; and*
- b. *supervision and evaluation of regional regulations regarding taxes and levies that hinder the investment ecosystem and ease of doing business.'*

2.2 Discussion

This section concentrated on evaluating language acceptance by analyzing linguistic precision and accuracy, as well as the results of the rater's assessments. In this study, instruments featuring a rater-filled acceptance assessment scale were employed to determine the acceptance of OLJC. The analysis and assessment results have been previously outlined. Here, we will further elaborate on the language accuracy analysis and the rater assessment outcomes.

As shown in Table 2, diction errors are the most common language mistakes in OLJC, appearing in nearly all data. Specifically, errors in the form and choice of words were found in the use of the

conjunctions *sebagaimana* 'as' and dalam hal 'in case'. This is understandable, as these terms have been commonly used in legal language for generations. However, their use is not appropriate in this context. It is likely that the writers were influenced by the English conjunctions "as" and "in case." Additionally, the writers' lack of linguistic knowledge also contributed to these mistakes. The writers' insufficient grasp of linguistic nuances resulted in the improper use of these conjunctions, highlighting the need for better training and awareness in legal drafting and translation practices. As we know, writing skills must be developed and honed through practice and experience.

From Table 1 it was seen that the analysis of language use of OLJC shows that the most accurate one was data 10. There was only one mistake on it, which was in the diction *sebagaimana* 'as' it was considered misused. Furthermore, a similar assessment was also given by the raters about the data. Here, the raters proved capable of accommodating language errors in their judgments. It was because the raters' prophecies were Indonesian teachers and lecturers. Here, the nature of the information presentation of the data may also affect the assessment.

Legal texts are written in a style that prioritizes legal accuracy and comprehensiveness over simplicity and ease of understanding. Terms and phrases that are standard in legal writing may be unfamiliar or confusing to those without a legal background. The content of fiscal policy that was presented in short sentences can be considered to increase the languages scientific. That was why, the economic technicality and abstraction, such as *insentif fiskal*, *pokok pajak*, *wajib pajak*, did not distract the rater's assessment of its acceptability. This can lead to difficulties in assessing the clarity and effectiveness of the language used. For instance, legal jargon and Latin phrases, which are common in legal texts, might be clear to legal professionals but obscure to laypersons. This discrepancy between the intended audience of legal texts (legal professionals) and the assessors (who may not have a legal background) can result in varied assessments of the same text.

However, this study revealed some inconsistencies between the analysis of language accuracy and the assessment results. While the linguistic analysis might have pointed out specific inaccuracies in syntax, grammar, or word choice, the rater assessments reflected a different perspective, often influenced by readability, clarity, and overall coherence from a non-linguistic standpoint. For instance, a text might be linguistically accurate but could still be rated poorly by raters due to its complexity or technical jargon that hinders understanding. Conversely, a text with minor linguistic errors might receive high ratings if it is clear and easy to understand. For example, article 42 (data 3) received high acceptability ratings from raters, yet the language use analysis indicated it had the most unacceptable results. Raters indicated that articles 33, 34, 118 and 125 (data 1, 2, and 8) had the lowest acceptability. Conversely, data 2 showed high language accuracy in analysis but low accuracy in assessment. Data 3, 4, and 7 (articles 42, 69, 41) were considered low in language accuracy but received high assessment scores. These differing criteria for evaluation can lead to inconsistencies between the detailed linguistic analysis and the more holistic rater assessments.

There were two primary factors that likely contributed to the inconsistency between the language assessment results and the language analysis. Firstly, it relates to the characteristics of legal texts. Legal documents are inherently complex, often laden with technical terminology, intricate phrases, and multifaceted clauses. The use of long, convoluted sentences to cover all legal bases can make the text seem dense and impenetrable. This not only impacts readability but also makes it challenging to evaluate the text's coherence and flow. Raters might struggle to follow the logic and structure of such sentences, leading to inconsistent assessments compared to a linguistic analysis that focuses on grammatical correctness and syntactic structure.

The second factor is the ability of the raters to understand and accurately assess the language used in the text, which is essential to ensure that the evaluation is fair and accurate (Cushing, 2021). The

raters' level of language competence is crucial, encompassing a deep understanding of legal terminology and concepts, as well as a strong grasp of the nuances of the language used in the text. This proficiency ensures that the evaluation process is fair, consistent, and precise. Raters with a high level of language competence can better identify subtle errors and ambiguities in legal texts that might be overlooked by those with less expertise. They are also more capable of appreciating the specific requirements of legal writing, such as the need for precision and clarity. This allows them to provide more accurate and reliable assessments. Moreover, raters who are well-versed in legal terminology and concepts can distinguish between technical terms that are appropriately used and those that are misapplied. They can also understand complex sentence structures and legal jargon, which helps them evaluate the text's overall effectiveness and readability. Therefore, the specialized and complex nature of legal texts, with their technical terminology and intricate structures, significantly impacts acceptability. This inherent complexity can create a disconnect between language assessment results and linguistic analysis, as raters may find it challenging to navigate and evaluate such dense and detailed language accurately.

3 Conclusion

The study results revealed that the OLJC 2020 has the potential to be accessible and effectively implemented. The assessment showed a relatively high level of acceptance, which was 2.64. However, there are language inaccuracies in the OLJC 2020. In orthography, errors are found using periods, colons, hyphens, and word writing. In the form and choice of words, errors are found in inappropriate words, in terms *sebagaimana* 'as' and *dalam hal* 'in terms of'. In sentence structure, errors are found in accuracy, clarity, and coherency. Then, it indicates that the controversy over the existence of the omnibus law was not related to the issue of language use. It requires efforts to create legal documents using proper and accurate language, along with ongoing promotion of official conventions in using the Indonesian language. By carrying out the efforts, a good climate of language use will be created, especially the awareness of using good and correct Indonesian in legal products. To mitigate these issues, it is crucial to employ legal experts proficient in language and familiar with the intricacies of legal terminology, as well as to conduct studies on their proficiency. Continuous study, education, and training in legal language use can help improve the accuracy and clarity of legal documents, ensuring that the intended purpose is served effectively.

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